

MONTANA RENTAL CONTRACT

This Contract entered into this ____ day of _____, 20____ by and between _____ (Landlord) and _____ named Tenant(s) will be jointly and severally responsible for all rent payments due as outlined in paragraph 1 and for adherence to the covenants in the Contract. For consideration of rent payments and adherence to the covenants in this Contract by the Tenant, the Landlord rents to the Tenant for residential use only, the premises located at _____.

The term shall begin on the ____ day of _____, 20____ and continue until the ____ day of _____, 20____, and continue month to month thereafter. Only the above named persons shall occupy premises.

THE TENANT(S) FURTHER AGREES:

1. **RENT:** In the event this Contract does not begin on the first day of a calendar month, rent in the amount of \$_____ (Pro-rated rent) is due prior to occupancy, and \$_____ monthly rent is due on the first day of the next month. Thereafter rent is due on the first day of the month in advance as provided above. Tenant shall not bring, keep or maintain any pet on the premises, including replacement pet(s), unless authorized in writing by Landlord.

2. **LATE RENT/BAD CHECKS:** Rent is due in full by 5:00pm on the first day of the month at _____. If the first day of the month is a Saturday or Sunday, rent is due in full at 5:00pm on the preceding Friday. Rent is late at 5:01pm on the third (3) day of the month. If rent is not received on or before the third day of the current month a late fee of \$_____ per day will be charged for each day rent is late. All late fees shall be deemed additional rent for the rental month and shall be paid and collected as such. If landlord is forced to personally post the tenants door due to any violation of this contract, there will be a \$_____ charge billed to the tenant on the next consecutive month's rent. Rent may be paid by Tenant in the form of personal check, cashier's check or money order. Only one check for the total rent amount per property will be accepted. A \$_____ fee will be assessed if we are forced to process more than one payment per month. If Tenants financial institution for any reason returns a personal check, a charge of \$_____ shall be billed to Tenants account. Tenant agrees that if rental payment is returned uncollected or unpaid all future payments must be in the form of cashier's check, money order or cash. Late fees will be assessed until rent payment has been cleared. Payments made by the Tenant shall apply first to the oldest item for which a bill or statement has been presented or for the earliest month's rent then due.

3. **SECURITY DEPOSITS:** Tenant agrees to pay, concurrent with the signing of this Contract a security deposit of \$_____. Security deposit is not to be considered last month's rent, nor is it to be used as such. Landlord may use therefore such amounts as are reasonably necessary to remedy Tenants defaults in the payment of rent, to repair damages to the premises caused by Tenant(s), their guests and invitees, exclusive of ordinary wear and tear, or to clean such premises, if necessary, upon termination of tenancy. If the security deposit is insufficient to cure such defaults specified above and Tenant does not otherwise cure all defaults specified above, Landlord may proceed with collection of such deficiency using any lawful means.

4. **UTILITIES:** Tenant shall pay directly to the service provider for all utilities and/or services supplied to the premises. If Aspen Properties is forced to personally bill you for utilities that were not put into your name, you will be charged a \$_____ billing and handling fee on the next consecutive months' rent. Any failure by Tenant to comply with the above responsibility for utilities will constitute a default in the terms of this Contract and the Landlord may terminate the Tenant's right to possession of the premises and/or this Contract, in any manner provided by law.

5. **PARKING:** In the event that the Tenant is assigned a parking area of the Landlord's real property, Tenant shall use such space exclusively for the parking of the Tenants own passenger automobiles, and not for the washing or repair of vehicles. Tenant shall not park nor allow any other person to park in any other space in the parking area. Landlord reserves the right to assign Tenant a different parking space on five (5) days' notice to the Tenant. Street parking for guests only. No storage of boats, RV's, utility trailers, ATV's, snow mobiles, etc. will be allowed without prior written permission from the Landlord. Fees may be charged for the storage of any such items.

6. **SMOKE ALARMS:** A smoke alarm has been installed in the dwelling. Upon commencement of this Rental Contract, the Landlord has verified that the smoke detector in the dwelling unit is in good working order. The Tenant shall be responsible to maintain the smoke detector in good working order during the Tenant's rental period, including replacement of batteries.

7. **GOOD CONDITION RECEIPT:** Tenant has examined the premises, including but not limited to any and all furniture, furnishings, fixtures, appliances, equipment, ceilings, walls, windows, doors, floors, carpeting, plumbing facilities, electrical facilities, hot and cold water supply, building grounds, and appurtenances, and acknowledges that the same are in good, clean and sanitary order, condition and repair, unless noted to the contrary on Landlords copy of this Contract. Tenant shall return premises to Landlord in as good order, condition and repair as when received, ordinary wear and tear accepted, and free of all Tenants personal property, trash and debris, burns, stains, marks, holes or tears of any size or kind in the carpeting, draperies or walls, cracked tiles in tub/shower area, does not constitute reasonable wear and tear. Tenant acknowledges that no representation as to the condition or repair of the premises, nor as to the Landlords intentions with respect to any improvement, alteration, decoration or repair of the premises, have been made to Tenant, unless noted on Landlords copy of the Contract. Tenant shall be furnished with a checklist of the condition of the premises, concurrent with the signing of the premises at the initiation of this Contract. Tenant is granted three days (3) from the date of this Contract within which to propose any revisions to the Checklist. If the Tenant fails to propose any revisions within the time allowed, the Tenant accepts the Checklist as an accurate representation of the condition of the premises; any proposed change to the Checklist must be submitted in writing to the Landlord within the time allowed. The Tenant must also provide the Landlord access to the premises in order to adequately verify and document any alleged deficiency.

8. **MAINTENANCE AND REPAIR:** Tenant shall (1) keep the premises in a clean and sanitary condition: (2) dispose of all rubbish, garbage and waste in a clean and sanitary manner: (3) properly use and operate all electrical, gas and plumbing fixtures and keep the same in a clean condition: (4) notify the Landlord of any damage to premises, or areas requiring maintenance (e.g. cracked tile around tub/shower area or need for caulking) and any potential hazard or danger on the property. All maintenance requests should be submitted in writing to the landlord: (5) occupy and use the premises in the manner in which they were designated and intended to be occupied and used: (6) if Tenants premises is on a septic system for disposal of waste,



Tenant must comply with the proper disposal of waste. If system is plugged or backed up because of improper disposal of waste, Tenant will be charged accordingly. (7) Properly uses and care for all storm windows. Tenant shall not alter, add to the premises, paint or wallpaper without prior written consent of Landlord. Where dumpsites are provided for Tenants, all Tenants are responsible for keeping the area around the dumpsite free of debris. Tenant shall be liable for the expense caused by Tenants failure to comply with these conditions. Upon Tenants failure to comply with these conditions, Tenant agrees that Landlord may bring the premises into compliance and charge the Tenant the reasonable cost thereof. Any such expense incurred by the Landlord is payable by the Tenant to the Landlord upon presentment of the charges to the Tenant. When Tenant vacates the premises at the conclusion of the rental term, Tenant will be charged rent for each day required by Landlord to clean or repair the premises in order to bring the premises back to its condition at the time of renting.

9. INSPECTION/ENTRY: A Tenant may not unreasonably withhold consent to the Landlord or the Landlords agent to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decoration, alterations, or improvements, supply necessary agreed services or exhibit the dwelling unit to perspective or actual purchasers, mortgages, Tenants, workmen or contractors. At any time after notice of termination as provided in paragraph 20 hereof, Landlord or Landlords agent may enter into the dwelling unit in order to exhibit the dwelling unit to prospective purchasers, mortgages, Tenants, workmen, contractors after first giving Tenant twenty-four (24) hour notice of the intent to enter, or without notice in case of an emergency or unless notice is impartible. Notice is impartible in the following events: (1) Tenant is out of town. (2) Landlord, or Landlords agent has attempted at least two (2) hour period to reach Tenant by telephone at Tenants home telephone number, or such other telephone number as Tenant shall provide Landlord, and has been unable to speak with Tenant; or (3) such other events as are impartible in the good faith determination of the Landlord or the Landlords agents. Tenant shall not add or change any lock, locking device, bolt or latch on the premises without prior written consent of the Landlord and delivery to Landlord of a key to such device when installed, and Tenant acknowledges that Landlord has a key to the premises and may use the same for entry, as provided herein.

10. INSURANCE: Landlord shall not insure Tenant for any personal injury to property damage including that caused by the act of omission of any other Tenant or third party, or by any criminal act, war, riot, insurrection, water, fire or act of God. Tenant shall obtain and pay for any insurance coverage that Tenant deems necessary to protect Tenant from any loss or expense that may be caused by such persons or events

11. COMPLIANCE WITH LAWS: Tenant shall not violate any law, nor commit or permit any waste or nuisance in or about the premises, nor in any way annoy any other Tenant of the real property in which the premises are located. Tenant shall not do or keep anything in or about the premises or real property that will obstruct the common areas available to other Tenants. The use or sale of drugs or other controlled substances or the proceeds thereof on the rental premises shall be a material breach of this RENTAL CONTRACT and shall, at option of the Landlord, permit Landlord to terminate this RENTAL CONTRACT pursuant to law.

12. WAIVER OF DEFAULT: Landlords failure to require strict compliance with the conditions of this Contract or to exercise any right provided for herein, shall not be deemed a waiver of such default, nor limit Landlords rights with respect to that, or any subsequent default.

13. ASSIGNMENT/SUBLETTING: subletting/Roommates: Tenant shall not lease, sub-lease, rent, assign, take in roommates or give access to any portion of the designated property on



page 1 without the prior written consent of the Landlord. The Landlord may terminate this Rental Contract, at its option, for any person living in the premises who is not named on page 1 or this Rental Contract or obtained written consent of the Landlord. Written notification shall be given to the Landlord in the event any person listed above may move from the premises. In the event a roommate is removed from this lease and another is replaced with written consent from Aspen Properties, a \$_____ Administrative fee will be charged. Guests are allowed for a maximum of seven (7) nights without written permission of the Landlord.

14. **ATTORNEYS FEE/VENUE:** If any legal action is brought by any party to enforce any part of this Contract, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees, collection costs, and court costs. Parties further agree that the proper venue for any court action involving this Contract or the Premises shall be in Gallatin County in the State of Montana.

15. **DESIGNATION OF PARTIES:** "Landlord" includes owner, manager, agent or employee, acting as managerial personnel. "Tenant" includes all persons designated as such in this Contract, without respect to number or gender.

16. **REMEDIES/SEVERABILITY:** The remedies available to the Landlord herein shall not be deemed exclusive but in addition to the remedies provided in Montana Code Annotated, Section 70-24-401, et seq. If a part of this Rental Contract is invalid, all valid parts that are severable from invalid applications shall remain in effect.

17. **ABSENCES:** Tenant is required to notify Landlord of any absence from the premises in excess of seven (7) days. Such notice must be provided no later than the first day of any such absence. All necessary precautions are Tenants sole responsibility (i.e. stop mail, stop newspaper, leave heat set at minimum of 55 degrees in the winter months).

18. **RENEWAL:** This contract automatically turns into a Month-to-Month Contract after the expiration of the lease, unless tenant resigns lease before its expiration.

19. **EARLY TERMINATION:** If Tenant terminates this tenancy during the lease term, Landlord may recover from tenant all rents incurred between the time of Tenants vacation or termination and the subsequent re-renting of such property to another party, or until the rental term expires, whichever occurs first. Tenant will be responsible for rent each month until term expires, or unit is re-rented, but in no case to increase the total rents over the sum which Landlord would have received if Tenant had not terminated during the rental term. Further, Tenant will be charged a \$_____ administrative/lease break fee, due and payable immediately upon termination notice given, if prior to the original term of the contract. Additionally, Tenant will be responsible for all advertising costs and utility costs until the time that the Landlord re-rents the premises or the contract expires.

20. **TERMINATION:** Upon expiration of this Rental Contract, in the absence of a new Rental Contract, the rental term will revert to a Month-to-Month tenancy, by which either party can give a 30-day notice of termination at any time. Tenant must notify Landlord in writing not less than 30-days prior to expiration of this Contract if Tenant wishes to vacate premises upon termination date or thereafter. Landlord may refuse renewal of this contract in writing no less than 30-day prior to expiration of Contract.

21. **TENANT RULES AND REGULATIONS:** All Tenant rules and regulations listed are an integral part of this Contract and constitute a condition of Tenants right to possession of the



premises. Any such rules and regulations shall be deemed incorporated herein by reference. Any failure by Tenant to comply with one or more of such terms shall constitute a default hereunder and Landlord may terminate Tenants right to possession of the premises and/or this Contract, in any manner provided by law.

1. All activities of Tenants or Guests are to be conducted in a quiet dignified manner so as not to create a nuisance or to annoy or disturb other neighbors/Tenants.
2. Boisterous activity or loud noise from talking, musical instruments, radios, televisions, appliances and the like is not permitted. (Tenants are requested to be particularly quiet between the hours of 10pm and 8am in consideration of other neighbors) Noise should not be audible outside your unit.
3. No animals of any kind are permitted on or within the premises without prior written permission of the property manager, unless otherwise stated on page 1, section 1 of this Rental Contract.
4. All trash must be bagged, securely closed, and placed in the trash containers. No accumulations of trash inside or outside of the unit are permitted.
5. All Tenants are responsible for maintaining their walks in the winter months, including snow removal and/or salt if necessary, unless otherwise stated in this Rental Contract.
6. Do not use large nails in the walls. Picture hook nails are required or very small pin holes only, NO tape.
7. If you have a pet, you are required to clean up all dog messes on a daily basis. If this is not done when we do our property checks, you will be notified to either clean it up, get rid of the pet and possibly be charged with damages.
8. All Tenants are responsible for lawn maintenance, watering the grounds and snow removal at their dwelling, unless otherwise noted in this Contract. Failure to do so will make you financially responsible for the damages to the grounds and subject to termination of the Rental Contract pursuant to law.
9. All Tenants are responsible for upkeep of the premises, both exterior and interior. We expect you to treat this property with care and respect. This includes but is not limited to picking up and disposing of litter around the property, and not storing personal belongings outside.
10. All Tenants are responsible to use in a reasonable manner all electrical, plumbing, sanitary, heating and other facilities and to use the parts of the premises in a reasonable manner considering the purposes for which they were designed and intended. Tenants must correct or pay for any failure to do so.
11. All Tenants agree to allow the Landlords maintenance crew to enter the premises to repair any problems whether or not the Tenants are home. This access requirement does not mean the Landlord is required to perform any maintenance or make repairs, which are otherwise the Tenants responsibility, except that the Landlord may, at its option, make such repairs at the Tenants expense if the Tenant fails to do so.
12. Tenant is not permitted to change any locks for any reason without prior written consent of the Landlord. If you change the locks for any reason without prior written consent, you will forfeit \$_____ of your security deposit plus any additional damages caused by the change. Please consult with the Landlord if you have a concern about the locks.
13. Tenant is required to have access to or own a vacuum cleaner and vacuum carpets no less than 3 times a month.
14. Tenant agrees to have all carpets cleaned by a professional carpet cleaner upon vacating the premises. The professional cleaner must use a hot water extraction, truck-mounted system. If Tenant does not, the Landlord will have carpets cleaned by a professional and will charge the expense to the Tenant.

15. Tenant agrees to abide by covenants of property owner and/or homeowners association related to named property.
16. Tenant or Guest(s) are not permitted to smoke in the premises unless otherwise noted in this Contract. Failure to comply with this rule may result in termination of the RENTAL CONTRACT pursuant to law.
17. Tenant is not permitted to burn incense or other smoke perfumes in unit.
18. In order to keep property looking nice, no indoor furniture may be stored outside on the porch, patio, deck or lawn. Only outdoor patio furniture is permitted.
19. Do not flush trash, sanitary napkins, tampons or other objects down the toilets in the rental premises. Please just use toilet paper. If unit backs up and inappropriate objects are found, you will be charged for the cost of the repair.
20. Lessee(s) has the legal obligation to heat the apartment during the entire term of the lease, whether or not the tenant(s) is occupying the unit. Thermostats should be set no lower than fifty (50) degrees from Oct 1st to May 1st. Lessee is responsible for the damages to the leased property due to frozen pipes unless proven otherwise.
21. No motorized vehicles shall be parked inside of the dwelling, on the decks or patios. Vehicles, including those of guests, must be kept off the sidewalks and grass at all times, including while moving in or out of the premises.
22. No Non-functioning, unlicensed vehicles are permitted to be stored or parked on the premises.
23. Tenant(s) shall be responsible for all towing charges and damages (if any) incurred when removing tenant's or guest's vehicles from unauthorized parking areas.
24. In the event Lessee(s) locks himself/herself out of the premises during business hours and is able to pick up a key at the office, there will NOT be a charge. However, if a key must be delivered, the cost will be \$_____ during business hours, \$_____ evenings and weekends until 10:00pm. Between 10:00pm and 8:00am keys will not be provided.
25. No cutting of firewood is allowed on the property. If there is not a designated area for wood storage, please call the office to discuss an appropriate storage location.
Additional Responsibilities may include: Required to get parking permits for all vehicles from the City of _____.

22. CREDIT REPORTING DISCLOSURE: You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

23. LEAD PAINT DISCLOSURE: Tenant and Landlord certify with their signatures on this document that the Landlord has attached, and both parties have completed the lead disclosure addendum required by, or verified that the property is exempt from, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X).

24. ENTIRE CONTRACT: The forgoing Contract constitutes the entire Contract between the parties and supersedes any oral or written representations or Contracts that may have been made by either party. Further, Tenant represents that he/she as relied solely on his own judgment, experience and expertise, in entering into this Contract with Landlord.

Tenant

Tenant



premises or otherwise.

5. Resident, any number of the resident's household, or a guest or other person under the resident's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises.

6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a Single violation shall be good cause for termination of the lease, unless otherwise provided by law; proof of violation shall not require criminal conviction but shall be a preponderance of the evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporated into the lease executed or renewed the day.

Tenant Signature	Date
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Tenant Signature	Date
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Owner or Agent/Manager Signature	Date
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ADDENDUM TO RENTAL CONTRACT

The State of Montana and this Landlord find that the abuse of controlled substances constitute a serious problem for society. In particular, the State has determined that persons who habitually or professionally engage in the commercial trafficking in controlled substances and prescription drugs should, upon conviction, be sentenced to substantial terms of imprisonment to shield the public from their predatory acts. Further, any building that is used to facilitate the delivery or manufacture of "controlled substance" is considered to be a public nuisance subject to court action to enjoin such activities. Therefore, to protect you and your peaceful use of the Premises from such activities by others, and to encourage you, your family members or your guests not to engage in such activities, the Landlord has developed the following policy that you herewith agree to abide by as a part of this Lease: With reference to the Premises, which you will now occupy, it shall be a breach of this Lease if you, any co-resident, family member, guest or invitee is found to be creating a "public nuisance" under Montana Stats. And any related municipal ordinances, by manufacturing, producing, distributing, dispensing, delivering or trafficking in any "controlled" or "counterfeit" substance, narcotic or opiate as defined by Montana State.

Statutes being the Uniform Controlled Substances Act.

For the purposes of this Policy, the "Premises" is defined as your individual apartment unit as well as the parking lot, recreational facilities and any common or public areas including hallways, stairways, storage areas and laundry facilities. Landlord's receipt of information it deems reliable concerning a violation of this Policy for law enforcement personnel, other tenant or through observation by the Landlord's agents, subcontractors or employees shall immediately



cause a written notice to be sent or delivered to you demanding the immediate cessation of any and all violations of this Policy. Thereafter, the receipt of further information concerning the continued or repeated violation of this Policy shall result in the commencement of an action for eviction against you along with notification of the appropriate law enforcement agency. Your cooperation with this Policy will help to maintain a safe and peaceful living environment for all residents. I/We have read, understand and accept this policy and agree that the same shall be a part of my/our Lease.

Tenant's Signature & Date

Tenant's Signature & Date

Landlord/Manager/Agent Signature & Date

